

Merchantville, NJ

January 13, 2014

A regular meeting of Borough Council was held at 7:30 PM, Monday, January 13, 2014. Mayor Frank North presided. Pledge of Allegiance and Silent Prayer were observed. Announcement was made that the meeting had been advertised in accordance with the regulations prescribed by the "Open Public Meetings Act".

ROLL CALL:

Council Present: Fields, Volkert (left at 8:05), Grasso, Brennan and Sperrazza, Clerk Brouse, CFO Moules and Attorney Joyce were present.

PUBLIC

MPWC-Michael Saraceni-Chief of operating, gave overview of accomplishments of Water Commission. 53 years combined service between Brennan and German. Regional authority, only two exist in the State, we have five treatment plants, one solar, 15 ells, old main underground and administration office.

Craig Campbell, 29 years in MPWC, all licenses-Superintendent, pride in customer service.

Bernie Koefet, 25 years of service. Meter replacement project-reading from the street, painted all elevated tanks and preventative maintenance plan. Green initiative-solar panels, energy audit, Glenwood and Monroe Avenue project, next project would be Plymouth Place, get Borough residents support. Audit is good each year. JIF inspections are all clean and compliant. Reverse 911 system in place and works well, Policy not to turn water off. Thanks for all support in this fine community. Provide water at 1/3 the cost of other areas in Cherry Hill. Goal each year to replace line, first is fixing issues than a plan of the most vulnerable first. Hopefully, 3,000 ft per year. Water conservation plan in place. Smart technology in place in rec fields, sensors in watering systems. Call with any questions.

Robert Gick, 27 W. Cedar Ave.-Bank update? Did we sell it? Anything new. Mr. Brennan stated that there were proposals, but nothing new. 2 cents tax-what don't you understand about it? We want a tax deduction, not an increase. We must have another way. I have no more to give.

Agnes Madden, 15 Lexington Avenue- Christmas decorations looked great. That is the end of the compliments. I have four pages of issues. Properties around my home around Lexington Avenue are in bad condition. Properties on Maple Avenue and around that area are a disgrace. Boat in driveway for sale on Browning. Center straps on the tennis courts, white nylon straps. Leaves in town (private properties) have not been picked up. People don't care about the leaves between the sidewalk and curb area. Does Mr. Watson take a proactive approach to the town? The Borough only had six applications for Planning board last year. Bus Shelters? Public works is just as important as public safety. Police do not walk the site of the projects that they are controlling. Mayor North stated that the Police cannot view a job site, they are only at the site for traffic control. Trash pick-up-if it is not done, do we pay?

Robert Gick, 27 W. Cedar Ave-Republic does a good job, but the collectors are alone and drop trash on the ground. Just one person needs to lift the large items. Are they disobeying OSHA regulations?

Bill Walker-23 W. Cedar Ave.- 606 W. Maple-is law suit still out there from Texas? Supreme Court has taken case and no date has been set.

Fieldstone-Planning and Borough law suites. Borough motion to dismiss in August filed and granted, not sure if they will appeal. Planning Board suit is still active most probably.

PUBLIC HEARING ON ORDINANCES-none

ADOPT ORDINANCE-On a motion of Mr. Grasso and second of Mr. Sperrazza, Council adopted the following Ordinance:

13-17

ORDINANCE OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY AMENDING CHAPTER 9, ANIMALS, OF THE CODE OF THE BOROUGH OF MERCHANTVILLE

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Merchantville, County of Camden, and State of New Jersey that Chapter 9, Animals, of the Code of the Borough of Merchantville, is amended as follows:

ARTICLE I. ARTICLE I. SECTION 9-1 Keeping certain livestock prohibited; exception.

A. It shall be unlawful to keep or stable any bull, cow, calf, heifer, sheep, goat or swine within the limits of the Borough of Merchantville.

B. An exception to the prohibition against swine shall be that keeping of a domesticated pig of a certain breed of swine known as a "Micro Mini Pig" on premises located within any of the Zoning Districts of the Borough of Merchantville, upon the following requirements:

1. Said pig shall be a certified domesticated animal suitable to be kept as a pet, and shall be of a weight of one hundred (100 lbs.) or less; and
2. Said pig must be spayed or neutered and evidence of same shall be presented to the Borough; and
3. The pig shall be subject to the same licensing and immunization requirements as that of a dog; and
4. The keeping of a pet pig shall be limited to one (1) animal per residence; and
5. The pig at all times must be housed within the principal residence of the owner's property, and when outdoors, must be on a leash and not left unattended.

ARTICLE II. ARTICLE I. SECTION 9-2 Violations; penalties.

Any person who violates any provision of this Article shall, upon conviction in the Municipal Court of the Borough of Merchantville, or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE III. ARTICLE II. SECTION 9-7 Violations; penalties.

Any person who violates any provision of this Article shall, upon conviction in the Municipal Court of the Borough of Merchantville, or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE IV. ARTICLE III. SECTION 9-9 Violations; penalties.

Any person who violates any provision of this Article shall, upon conviction in the Municipal Court of the Borough of Merchantville, or such other court having jurisdiction, be liable to a fine not exceeding \$1,250.00, or imprisonment for a term not exceeding 90 days, or community service for a term not exceeding 90 days, or all of the above. Each day that a violation occurs shall be deemed a separate and distinct violation, subject to the penalty provisions of this Article.

ARTICLE V.

All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

ARTICLE VI.

This Ordinance shall take effect upon passage and publication according to law.

ENGINEER'S REPORT-Todd Day-Happy New Year-slip line is in punch list phase, Linden/Chestnut-base plans done and plin plans, Glenwood-Grant application is in order, NJEIT-supplement funding application is due this month.

CORRESPONDENCE

COUNCIL REPORTS

Mrs. Fields-Feel Mrs. Madden's frustration. HPC reorganized, Code Enforcement-tough month. Mr. Koehler, 51 resales, 2013 3,785, 118 property maintenance, 17 vacant properties, sent notification reminders that rentals need to be registered, 31 summons/court hearing. Registered almost 100% of apartments only 5 that are not cooperating, 599 rental units. \$29,000 in fees collected. January 22nd Code Enforcement. Community Center-62 rentals, not including free rentals, 84 rentals monthly, approximately 172 times used. OEM-new members, January 29th meeting at the school.

Mr. Grasso- Mr. Volkert's yearend report, 233 tons of trash, 362 yards of yard waste, pot hole repair, 1,500 hours SLAP help, 49 recycle buckets, 7 tons of salt used. Court-December \$13,719.60, 327 added, 353 disposed, 110 behind for year, looking into why it was down and working on collection. Fire report, 12 calls, 0 must aid, 122 calls in all through November, fitted for new scot packs, set up rotation of equipment replacement. Public Events-parade cancelled, some were disappointed but Santa and Mrs. Claus did well with Breakfast w/Santa, well attended. Planning Easter Egg Hunt. Public Events budget is important.

Mr. Brennan- Maple and Lexington Avenue work will begin tomorrow. Browning Road will begin this spring. Safety-memorandum of understanding with Pennsauken, 433 calls, 195 traffic, 106 Borough Ordinance, Pennsauken Garage for vehicle maintenance. Side work collected \$43,753 for 2013, collected \$12,892 parking meter, hope to increase court revenue. Thank you letter from Genie Niznik, Bingo license good, met with Mrs. Swan regarding the business group. Classic town information should be sent to Ted. Patty, thank you for great job on the apartment rental.

Mr. Sperrazza- Working on a facebook page-send photos if you have it. It should be up in a week or so.

Clerk's Report

NEW BUSINESS

Discussion-Animal Control Bid

Resolutions to be read by consent agenda: On a motion of Mrs. Fields and second of Mr. Sperrazza Council approved the following resolutions by consent agenda:

R14-20 RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN AND STATE OF NEW JERSEY TO REQUEST FOR BID OF TEMPORARY LABOR FOR PUBIC WORKS DEPARTMENT

WHEREAS, the Mayor and Council of the Borough of Merchantville desire to go out to bid for temporary labor services for the Department of Public Works; and

WHEREAS, this resolution will be effective for the first quarter of 2014 due to the temporary budget; and

WHEREAS, the total expense for temporary labor services for the 2014 year will not exceed **\$5,000.00;**

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Merchantville, County of Camden, State of New Jersey, that Denise Brouse, Borough Clerk of the Borough of Merchantville, be and hereby is authorized to requests bids for temporary labor services known as attachment "A" for the Borough of Merchantville Department of Public Works.

R14-21 RESOLUTION OF THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN, STATE OF NEW JERSEY TO APPROVE A BINGO LICENSE FOR ST. PETER CHURCH

WHEREAS, St. Peter Catholic Church has applied for and received an identification number 299-1-34957 allowing St. Peter Catholic Church the ability to conduct bingo licenses with proper approval; and

WHEREAS, St. Peter Catholic Church has properly completed the bingo license application and at least 7 days have elapsed between the time the application was filed and the time that the Borough Council made their findings and determination with checks to the Borough of Merchantville in the amount of \$20.00 each and checks to the Legalized Games of Chance Control Commission in the amount of \$20.00 each and that 15 days will elapse between the time the municipality forwards the application to the control commission and the date the license is issued to the applicant ; and

WHEREAS, Council person Sperrazza council person of the Department of Records and Licenses, has reported that the laws and regulations have been met, and that she recommends the granting of said license; and

WHEREAS, the Borough Clerk has reported that the legal preliminaries have been strictly complied with;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council be and is hereby authorized to issue a Bingo license numbered SPC 14-01 to St. Peter Catholic Church for the Bingo taking place on March 1, 2014.

**R14-22
Animal Control Office**

**R14-23
RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING THE MAYOR TO RECEIVE
THE GRANT AND EXECUTE THE AGREEMENT WITH THE STATE
GRANT AGREEMENT
BETWEEN MERCHANTVILLE BOROUGH
AND THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: FS14-044
GOVERNING BODY RESOLUTION**

WHEREAS, the governing body of Merchantville Borough desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$20,000 to fund the following project: Community Stewardship Incentive Program (CSIP);

THEREFORE, THE GOVERNING BODY RESOLVES, that Frank North or the successor to the office Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$20,000 and not more than \$20,000, and (c) to execute ☐ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

The Governing Body authorizes and hereby agrees to match 50% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 50% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).
The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules and regulations in its performance pursuant to the agreement.

**R14-24
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOROUGH OF MERCHANTVILLE
AND TOWNSHIP OF PENNSAUKEN**

THIS DOCUMENT constitutes an Memorandum of Understanding entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (Pennsauken). The date of the execution of this Agreement is the ____ day of January, 2014.

W I T N E S S E T H

WHEREAS, the Borough of Merchantville (hereinafter "Merchantville") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Pennsauken (hereinafter "Pennsauken") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Pennsauken and Merchantville desire to enter into a Memorandum of Understanding ("MOU") for transfer of fourteen (14) portable police radios (P7100IP) from the Merchantville Police Department to Pennsauken Police Department as listed in the attached Exhibit "A", and E.F. Johnson mobile radio units as listed in the attached Exhibit "B", and incorporated herein and made a part hereof; and

WHEREAS, the Merchantville Police Department no longer has a need for the Exhibit "A" portable radios or Exhibit "B" mobile radio units by virtue of its use of radios assigned to it by the County of Camden; and

WHEREAS, the Pennsauken Police Department can utilize the Exhibit "A" portable radios and Exhibit "B" mobile radio units to supplement existing radios; and

WHEREAS, the Pennsauken Police Department owns a 2007 Ford Crown Victoria (hereinafter referred to as "2007 Crown Vic"), bearing vehicle identification number 2FAHP71W47X130116, that is no longer needed for law enforcement purposes; and

WHEREAS, the Merchantville Police Department is in need of a 2007 Crown Vic for use in its law enforcement programs; and

WHEREAS, Pennsauken and Merchantville intend, by virtue of this document, to set forth the terms and conditions of this Understanding; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Memorandum of Understanding pursuant to Resolutions of their respective governing bodies which are attached hereto and made a part of this Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This MOU shall be for a period of twelve (12) months; it shall be automatically renewed at the beginning of each calendar year; and shall be cancelable at the end of any calendar year upon one hundred-eighty (180) days written notice by any party to this MOU.

2. **MAINTENANCE & REPAIRS**

Pennsauken shall be solely and exclusively responsible for all costs, maintenance and repairs association with its use of the Exhibit "A" and Exhibit "B" radios.

In consideration of the transfer of the radios, the Pennsauken will transfer to the Merchantville Police Department a 2007 Ford Crown Victoria (hereinafter referred to as "2007 Crown Vic"), bearing vehicle identification number 2FAHP71W47X130116, to be utilized in its sole discretion. Upon the transfer of the aforesaid 2007 Crown Vic, Merchantville shall be fully responsible for any and all repair and maintenance as well as providing proper insurance for the aforesaid vehicle.

3. **INDEMNIFICATION**

Pennsauken shall indemnify, hold harmless and defend Merchantville, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this MOU.

Merchantville shall indemnify, hold harmless and defend Pennsauken, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this MOU.

4. **NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township of Pennsauken to the Township Clerk, Township of Pennsauken, 5605 North Crescent Boulevard,

Pennsauken, New Jersey 08110; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

5. MISCELLANEOUS

The following provisions shall apply to this MOU:

A. Construction of this Agreement

The parties acknowledge that this MOU was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This MOU may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this MOU are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this MOU shall be binding upon all parties hereto.

E. Entire Agreement

This MOU shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreement relating to this undertaking set forth herein.

F. Assignability

This MOU and all rights, duties and obligations contained herein may not be assigned without Merchantville's prior written permission.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. No Third Party Beneficiary

Nothing contained in this MOU, express or implied is intended or shall be construed to confer upon or give any third party any rights, remedies, or benefits under or by reason of this MOU.

J. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this MOU by either of the parties shall not be construed as a waiver of those provisions.

K. Counterparts. This MOU may be executed in counterparts.

R14-25 RESOLUTION

RESOLVED that the Report of the Department of Accounts and Auditing be accepted and spread upon the minutes and the Treasurer be is hereby authorized to pay bill approved therein.

CURRENT FUND		REVENUE	BUDGET
CHECKS CURRENT FUND	2013 BUDGET		53,879.46
	2014 BUDGET	400.00	128,376.71
	GRANTS		1,566.00
	PFRS		
	PERS		
	DEBT SERVICE		8,091.00
	BOARD OF EDUCATION*		
	CAMDEN COUNTY		
WIRE TRANSFERS PAYROLL	12/13/13-1/10/14		202,822.60
WIRES / MANUAL CHECKS			24,132.90
TOTAL CURRENT		400.00	418,868.67

SEWER UTILITY

CHECKS SEWER FUND	2013 BUDGET		
	2014 BUDGET		41,658.74
	DEBT SERVICE		
WIRE TRANSFERS PAYROLL	12/13/13-1/10/14		5,514.63
WIRE NJEIT LOAN			
WIRES /MANUAL CHECKS			
TOTAL SEWER		0.00	47,173.37
GENERAL CAPITAL FUND			
CHECK CAPITAL FUND			7,427.48
MANUAL CHECK			44.99
WIRE TRANSFERS PAYROLL			
TOTAL CAPITAL		0.00	7,472.47
TRUST FUND			
CHECK TRUST OTHER			
FUND			520.50
WIRE TRANSFERS PAYROLL	12/13/13-1/10/14		20,402.33
WIRES / MANUAL CHECKS			7,850.00
TOTAL TRUST		0.00	28,772.83
SEWER CAPITAL FUND			
CHECK SEWER CAPITAL			
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL			
TOTAL SEWER CAPITAL		0.00	0.00
RECREATION TRUST			
CHECK RECREATION			
TRUST	2013 BUDGET		30.00
MANUAL CHECKS			
WIRE TRANSFERS PAYROLL	12/13/13-1/10/14		767.20
TOTAL RECREATION		0.00	797.20
ANIMAL TRUST FUND			
ANIMAL TRUST CHECK			176.00
TOTAL ANIMAL TRUST		0.00	176.00
TOTAL BILL LIST & MANUAL CHECKS/WIRE		400.00	503,260.54
GRAND TOTAL			503,660.54

ANNOUNCEMENTS:

ADJOURNMENT: On the motion of Mrs. Fields and second of Mr. Grasso, the meeting was adjourned at 8:50 P.M.

Denise Brouse, Borough Clerk